

App. No. 09/788,329
Amendment Dated: May 4, 2005
Reply to Office Action of April 7, 2005

REMARKS/ARGUMENTS

Claims 1-19 remain in this application for further review. Claims 1-3, 5, 7-10, 12, 14-17 and 19 have been amended to correct minor informalities in claim format. Independent claims 1, 7 and 14 have been amended for the reasons more fully set forth below. No new matter has been added.

I. Rejection of Claims 1-19 Under 35 U.S.C. 103(a)

Claims 1 and 2 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,292,669 issued to Meuronen et al. ("Meuronen"), and further in view of U.S. Patent No. 6,212,550 issued to Segur ("Segur"). Claims 3-6 were rejected under 35 U.S.C. 103(a) as being unpatentable over Meuronen and Segur as applied to the claims above, and further in view of U.S. Patent No. 5,828,847 issued to Gehr et al. ("Gehr"). Claims 7-9 were rejected under 35 U.S.C. 103(a) as being unpatentable over Meuronen and Segur as applied to the claims above, and further in view of U.S. Patent No. 6,560,456 issued to Lohtia et al. ("Lohtia"). Claims 10-13 were rejected under 35 U.S.C. 103(a) as being unpatentable over Meuronen, Segur, and Lohtia as applied to the claims above, and further in view of Gehr. Claim 14 was rejected under 35 U.S.C. 103(a) as being unpatentable over Meuronen as applied to the claims above, and further in view of U.S. Patent No. 5,457,680 issued to Kamm et al. ("Kamm"). Claim 15 was rejected under 35 U.S.C. 103(a) as being unpatentable over Meuronen and Kamm as applied to the claims above, and further in view of Segur. Claims 16-19 were rejected under 35 U.S.C. 103(a) as being unpatentable over Meuronen, Kamm, and Segur as applied to the claims above, and further in view of Gehr.

App. No. 09/788,329
Amendment Dated: May 4, 2005
Reply to Office Action of April 7, 2005

Applicants respectfully disagree with the aforementioned rejections. As stated in applicants' prior response, there is no suggestion in either of the references that they may be combined in the manner suggested. Moreover, even if, for argument purposes, the references could be combined in the manner suggested, the combination would still fail to teach all the limitations of the claims. Even though applicants believe that the claims are allowable as written, independent claims 1, 7 and 14 have been amended as set forth above to further clarify the invention. Independent claim 1 includes the following elements that are not taught or otherwise suggested by the cited references:

"providing a plurality of providers, wherein each provider is associated with a message type" (emphasis added).

"routing the message to the plurality of providers until at least one provider recognizes the message type associated with the message" (emphasis added).

"associating the message with at least one of the plurality of providers when the at least one of the plurality of providers recognizes the message type" (emphasis added).

Independent claim 7 includes the following elements that are not taught or otherwise suggested by the cited references:

"routing the message to a first provider from a list of providers" (emphasis added).

"associating the message with the first provider when the first provider recognizes the message type, wherein an application associated with the first provider is informed that the message is waiting" (emphasis added).

"routing the message to a second provider when the first provider does not recognize the message type" (emphasis added).

Independent claim 14 includes the following elements that are not taught or otherwise suggested by the cited references:

App. No. 09/788,329
Amendment Dated: May 4, 2005
Reply to Office Action of April 7, 2005

"routing the message *until at least one provider recognizes the message*" (emphasis added).

"associating the message with at least one provider *when the at least one provider recognizes the message*" (emphasis added).

"delivering the message to an application associated with the at least one provider *when the at least one provider recognizes the message*" (emphasis added).

There is no teaching or suggestion in any of the references of at least the elements set forth above. With regard to Meuronen, Meuronen teaches that a user inserts an identifier into the message. (Col. 2, lines 7-16). A database search is performed using the identifier. (Col. 2, lines 16-20). The message is then sent to an address indicated by routing information obtained from matching the identifier to an address. (Col. 2, lines 15-23). Meuronen teaches that an identifier must be inserted into a message and then the identifier must be matched to routing instructions before the message is sent.

Regarding Segur, Segur teaches that "[a] controller and processor converts the stored message from a first communication format to a second communication format used by a subscriber requesting access to his messages." (Col. 1, lines 61-65). (Emphasis added). Segur also teaches as follows:

The process starts, step 170, by the server receiving a retrieval query from the subscriber unit, at step 172. The server analyzes a header associated with each of the selected messages to determine a sender ID. The server then sends a summary of the stored messages (plurality of stored messages), including the number of the plurality of stored messages and an indicator of the sender to the client at step 174. (Col. 3, lines 35-43). (Emphasis added).

Here, Segur teaches that the user must send a query to obtain his or her messages. Stated another way, the user must instigate the recovery of messages without ever knowing if messages are waiting.

App. No. 09/788,329
Amendment Dated: May 4, 2005
Reply to Office Action of April 7, 2005

Regarding the Lohia and Kamm references, applicants assert that they do not teach the elements propounded in the Office Action. Moreover, neither Lohia nor Kamm teach the elements specifically recited in amended claims 1, 7 and 14. Accordingly, applicants believe that independent claims 1, 7 and 14 are in condition for allowance.

Claims 2-6, 8-13 and 15-19 contain elements not taught or otherwise suggested in the cited references. Moreover, claims 2-6, 8-13 and 15-19 ultimately depend from claims 1, 7 and 14, respectively. Claims 1, 7 and 14 are allowable for the reasons set forth above. Accordingly, applicants assert that claims 2-6, 8-13 and 15-19 are allowable for at least those same reasons.

In view of the above amendments and remarks, applicants respectfully request a Notice of Allowance. If the Examiner believes a telephone conference would advance the prosecution of this application, the Examiner is invited to telephone the undersigned at the below-listed telephone number.



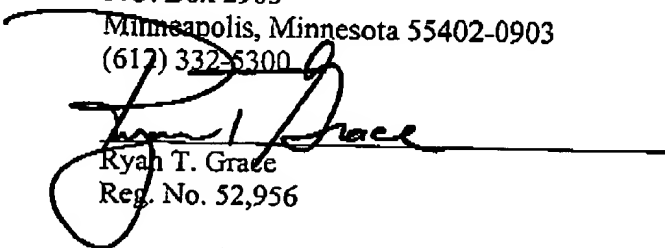
Respectfully submitted,

MERCHANT & GOULD P.C.

P.O. Box 2903

Minneapolis, Minnesota 55402-0903

(612) 332-6300



Ryan T. Grace

Reg. No. 52,956